

**MEMORANDUM OF UNDERSTANDING TO SHARE THE COSTS OF
UPDATING THE CARY-DURHAM-OWASA WATER SUPPLY/WATER
TRANSFER RISK MODEL**

WHEREAS, staff of the Town of Cary, City of Durham, and Orange Water and Sewer Authority (“OWASA”) are engaged in discussions regarding the potential modification of existing interlocal water transfer agreements and/or of creating new agreements; and,

WHEREAS, the respective staffs have mutually agreed that additional evaluation is needed to determine the likelihood that specific supply and demand targets under a range of current and future demand scenarios can be met for all three entities; that previous risk analyses need to be updated with more current information, including (but not limited to) streamflow data, demand projections, production capacities, purchase triggers, and so forth; and,

WHEREAS, OWASA has engaged Hazen and Sawyer, P.C. to conduct such evaluations;

THEREFORE, BE IT RESOLVED that the undersigned signatories desire to enter into a Memorandum of Understanding (“MOU”) for interlocal cooperation pursuant to NCGS 160A-460 et seq. for the purpose of completing these risk modeling analyses, and agree to the following:

- 1) Scope of Services – the scope of technical services provided under this MOU shall be as that set forth in the service contract between OWASA and Hazen and Sawyer, P.C. dated April 27, 2012 and attached hereto; and
- 2) When the of Scope of Services has been completed to the satisfaction of the undersigned signatories, the City of Durham will reimburse OWASA for 50 percent of OWASA’s invoiced payments to Hazen and Sawyer, P.C (“Hazen and Sawyer”), which shall not exceed \$21,000.00 (“City Reimbursement”).
- 3) Miscellaneous Provisions
 - a) The singular of terms used in this MOU shall include the plural, and the masculine shall include the feminine, and vice versa.
 - b) A signed copy of this MOU shall be considered as an original and the Date of this MOU is _____, 2012.
 - c) Service or all notices under this MOU shall be sufficient, if given personally, by registered or certified mail, return receipt requested, and mailed to the party involved at 400 Jones Ferry Road, Carrboro NC 27510 to the attention of the Executive Director of the Orange Water and Sewer Authority or to such other person or address as said party may provide in writing from time to time. Any

such notice mailed to such address shall be effective upon the date received as shown by the return receipt or otherwise.

- d) This MOU shall be effective as of the Date provided above and shall be in effect for 12 months (the “term”). This MOU may be terminated earlier by either party upon 30 days notice given in writing prior to the intended date of termination. If this MOU is terminated prior to Hazen and Sawyer’s satisfactory completion of the Scope of Services, the City of Durham will not be required to pay the City Reimbursement to OWASA, and the City of Durham’s and OWASA’s obligations under this MOU shall terminate.
- e) This MOU may be amended at any time upon mutual written agreement of the City of Durham and OWASA. Durham City Council approval is required for any amendment to the MOU.

Thomas J. Bonfield, City Manager
City of Durham

DATE: _____

ATTEST: _____
D. Ann Gray, City Clerk

DATE: _____

This instrument has been preaudited in the manner
required by the Local Government Budget and Fiscal
Control Act.

Finance Officer Date

Ed Kerwin, Executive Director
Orange Water and Sewer Authority

DATE: _____

ATTEST: _____

DATE: _____